



THE CITY OF SAN DIEGO

RECORDING REQUESTED BY:

THE CITY OF SAN DIEGO  
AND WHEN RECORDED MAIL TO:

City of San Diego  
Development Services Department  
Land Development Review Division  
1222 First Avenue, M.S. 501  
San Diego, CA 92101-4155

(THIS SPACE FOR RECORDER'S USE ONLY)

## STORM WATER MANAGEMENT AND DISCHARGE CONTROL MAINTENANCE AGREEMENT

W.O. NO. \_\_\_\_\_ P.T.S. NO. \_\_\_\_\_ COORD.NO. \_\_\_\_\_

This agreement is made by and between the City of San Diego, a municipal corporation [City] and \_\_\_\_\_, the owner or duly authorized representative of property more particularly described as \_\_\_\_\_ [Property Owner].

(legal description)

in the City of San Diego, County of San Diego, State of California.

Property Owner is required pursuant to the City of San Diego Municipal Code, Chapter 4, Article 3, Division 3, Chapter 14, Article 2, Division 3, and the Land Development Manual, Storm Water Standards to enter into a Storm Water Management and Discharge Control Maintenance Agreement [Maintenance Agreement] for the installation and maintenance of Permanent Storm Water Best Management Practices [Permanent Storm Water BMP's] prior to the issuance of construction permits by the City of San Diego for work on the property [Improvements]. Property Owner covenants and agrees with the City of San Diego as follows:

1. The Property Owner shall install, maintain, repair and replace all Permanent Storm Water Best Management Practices [Permanent Storm Water BMP's] for the Improvements as required by the City Manager, the City Engineer or their designated representative [City Manager], and as more particularly described in attached exhibit(s) and incorporated by reference. Maintenance shall include inspection and servicing of Permanent Storm Water BMP's on a minimum annual basis. The Property Owner shall maintain, repair and replace the Permanent Storm Water BMP's until all obligations under this Maintenance Agreement are assumed by a home owners association, or until the obligation is transferred to and assumed by another entity, satisfactory to the City Manager. The Property Owner shall grant the entity assuming any obligation under this Agreement all necessary access rights.
2. The Property Owner shall submit an Operation and Maintenance Procedure [OMP] for the Permanent Storm Water BMP's, satisfactory to the City Manager, at the time this Agreement is executed. The OMP shall describe employee training programs and duties, routine service and operating schedules, maintenance frequency, and specific maintenance activities, as more particularly described in attached exhibit(s) and incorporated by reference. Through the OMP, the Property Owner may also designate a Responsible Party, satisfactory to the City Manager, to maintain the Permanent Storm Water BMP's. The designation of a Responsible Party to maintain the Permanent Storm Water BMP's does not relieve the Property Owner of any of the obligations or duties under this Agreement. The Property Owner or designated Responsible Party shall retain records of the OMP for at least five years, and these records shall be made available to the City for inspection upon reasonable request.

3. The Property Owner agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers and employees, from and against all claims, demands, causes of action, liability or loss asserted or established for damages or injuries to any person or property arising out of the installation, maintenance, repair or replacement of the Permanent Storm Water BMP's. Claims, demand, causes of action, liability or loss that arise from, are connected with, or are caused or claimed to be caused by the acts or omission of the Property Owner, the Property Owner's agents, officers and employees are covered.

Also covered are the claims, demands, causes of action, liability or loss arising from, connected with, caused by, or claimed to be caused by the active or passive negligence acts or omissions of the City, its agents, officers, or employees which may be in combination with the negligence of the Property Owner, its employees, agents or officers, or any third party. The Property Owner's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the established sole negligence or sole willful misconduct of the City, its agents, officers or employees.

4. Property Owner further agrees that the indemnification agreement referred to above and the duty to defend City require Property Owner to pay any costs City incurs that are associated with enforcing the indemnification provision, and defending any claims arising from the installation, maintenance, repair or replacement of the Permanent Storm Water BMP's. If City chooses, at its own election, to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense on any claim related to the installation, maintenance, repair or replacement of the permanent Storm Water BMP's, Property Owner agrees to pay the reasonable value of attorneys' fees and all of City's reasonable costs.
5. The Property Owner shall maintain a policy of liability insurance, as required and in an amount approved by the City Manager. This policy, with the City also named, will protect the City from any potential claims which may arise from the installation, maintenance, repair or replacement of the Permanent Storm Water BMP's.
6. This Maintenance Agreement shall commence upon execution of this document by all parties named hereon, and shall run with the land.

Executed by the City of San Diego and by Property Owner in San Diego, California.

_____ (Duly Authorized Signature)	_____ SEE ATTACHED EXHIBITS
_____ (Company Name)	_____ SEE DRAWING NO (S).
_____ (Print Name & Title)	APPROVED By: _____ (Deputy City Engineer)
_____ (Date)	_____ (Date)

**NOTE: NOTARY ACKNOWLEDGMENTS FOR ALL SIGNATURES MUST BE NOTARIZED PER CIVIL CODE SEC.1180 ET.SEQ.**  
To request this information in formats for persons with disabilities call (619) 446-5446 or (800) 735-2929(TT)

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